



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving – PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11 rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Québec
K1A 0S5
Or/Ou By/Par Fax To/A : (819) 997-9776

Proposal To: National Defence Canada

We hereby offer to sell to Her Majesty the Queen in
right of Canada, in accordance with the terms and
conditions set out herein, referred to herein or attached
hereto, the goods and services listed herein and on any
attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale Canada

Nous offrons par la présente de vendre à Sa Majesté
la Reine du chef du Canada, aux conditions énoncées
ou incluses par référence dans la présente et aux
annexes ci-jointes, les biens et services énumérés ici
et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Title/Titre CH146 Griffon Maintenance Kit, Electrical connector/Lot d'entretien, connecteur électrique pour le CH146 Griffon	Solicitation No – N° de l'invitation W0001-175086
Date of Solicitation – Date de l'invitation 03 March 2017 / 03 mars 2017	
Address Enquiries to – Adresser toutes questions à See herein Voir aux presents	
Telephone No. – N° de téléphone 819-939-4540	FAX No – N° de fax
Destination See herein Voir aux presents	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Solicitation Closes – L'invitation prend fin

At – à : 14 :00 Hours (2PM) Eastern Daylight Time /
14:00 (2h PM) heure avancée de l'Est

On - le : 21 March 2017 / 21 mars 2017

Delivery required - Livraison exigée On or before May 9 th , 2017 / d'ici le 9 Mai, 2017	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 SECURITY REQUIREMENTS.....	4
1.2 REQUIREMENT.....	4
1.3 DEBRIEFINGS	4
1.4 TRADE AGREEMENTS.....	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.1.1 SACC MANUAL CLAUSES	5
2.2 SUBMISSION OF BIDS.....	5
2.3 ENQUIRIES - BID SOLICITATION.....	5
2.4 APPLICABLE LAWS.....	5
PART 3 - BID PREPARATION INSTRUCTIONS.....	7
3.1 BID PREPARATION INSTRUCTIONS	7
3.2 SECTION I: TECHNICAL BID	7
3.2.1 MILITARY AVIATION REPLACEMENT PARTS - CONDITION AND CERTIFICATION OF DELIVERABLES END ITEMS A0300T (2015-07-03)	7
3.2.2 MILITARY AVIATION REPLACEMENT PARTS - SUBSTITUTES AND TRACEABILITY A0301T (2007-05-25).....	9
3.3 SECTION II: FINANCIAL BID.....	10
3.3.1 SACC MANUAL CLAUSE	11
3.4 SECTION III: CERTIFICATIONS.....	11
3.5 SECTION IV: ADDITIONAL INFORMATION	11
3.5.1 BEST DELIVERY DATE - BID.....	11
3.5.2 BIDDER'S REPRESENTATIVES	11
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	12
4.1 EVALUATION PROCEDURES.....	12
4.1.1 TECHNICAL EVALUATION	12
4.1.1.1 MANDATORY TECHNICAL CRITERIA.....	12
4.1.2 FINANCIAL EVALUATION	12
4.1.2.1 EVALUATION OF PRICE – A0220T (2014-06-26).....	12
4.2 BASIS OF SELECTION	12
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	13
5.1 CERTIFICATIONS REQUIRED WITH THE BID	13
5.1.1 INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES	13
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	13
5.2.1 INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION	13
5.2.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION	13
PART 6 - RESULTING CONTRACT CLAUSES.....	15
6.1 SECURITY REQUIREMENTS.....	15
6.2 STATEMENT OF REQUIREMENT	15
6.2.1 TECHNICAL CHANGES, SUBSTITUTES AND ALTERNATIVES.....	15
6.3 STANDARD CLAUSES AND CONDITIONS.....	15
6.3.1 GENERAL CONDITIONS.....	15
6.4 TERM OF CONTRACT.....	15
6.4.1 DELIVERY DATE.....	15
6.5 AUTHORITIES.....	16
6.5.1 CONTRACTING AUTHORITY.....	16
6.5.2 TECHNICAL AUTHORITY.....	16

6.5.3	CONTRACTOR'S REPRESENTATIVE	16
6.6	BASIS OF PAYMENT	17
6.6.1	BASIS OF PAYMENT – FIRM PRICE C0207C (2013-04-25)	17
6.6.2	SACC MANUAL CLAUSES	17
6.7	INVOICING INSTRUCTIONS – H5001C (2008-12-12).....	17
6.8	CERTIFICATIONS AND ADDITIONAL INFORMATION	17
6.8.1	COMPLIANCE	17
6.9	APPLICABLE LAWS	18
6.10	PRIORITY OF DOCUMENTS	18
6.11	PREPARATION FOR DELIVERY.....	18
6.11.1	PACKAGING REQUIREMENT USING SPECIFICATION D-LM-008-036/SF-000 – D3018C (2014-09-25).....	18
6.11.2	SHIPPING INSTRUCTIONS – FREE ON BOARD DESTINATION AND DELIVERED DUTY PAID - D4002C (2013-04-25).....	18
6.11.3	DELIVERY APPOINTMENTS	18
6.12	COMPLETE DELIVERY – D0005C (2007-11-30).....	18
6.13	ACCELERATED DELIVERY – XBD25K (1997-09-15).....	18
6.14	CONDITION OF MATERIAL – CONTRACT – B1006C (2014-06-26)	18
6.15	MILITARY AVIATION REPLACEMENT PARTS – AIRWORTHINESS DOCUMENTATION D9010C (2015-02-25).....	19
6.16	ADDITIONAL SACC MANUAL CLAUSES	19
ANNEX “A”	20

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Requirement

This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (DND) for the provision of 3 Griffon CH146 Maintenance kit, electrical connector to replenish the inventory at 25 CFSD Montreal, QC, Canada.

The requirement is detailed in Annex "A", Line Item Details.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

1.4.1 Canadian Content

The requirement is subject to a preference for Canadian goods.

The requirement is limited to Canadian goods.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions - Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

- b) The text under subsection 20.2 - Further Information - is deleted in its entirety.

2.1.1 SACC Manual Clauses

SACC Manual Clause B1000T (2014-06-26), Condition of Material - Bid

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Bidders must indicate the bid solicitation number on the packaging when submitting their bids.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

First page of the Request for Proposal signed by the Bidder or an authorized representative of the Bidder (1 signed copy).

Section I: Technical Bid (one (1) hard copy)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

Section IV: Additional Information (one (1) hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

1. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.2 Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

3.2.1 Military Aviation Replacement Parts - Condition and Certification of Deliverables End Items A0300T (2015-07-03)

Subject clause applies with the following modification:

- a) **Requirements for Airworthiness Certification**, para 1, is replaced by:

The requirements for airworthiness certification do not apply to the provision of standard and commercial parts. Standard and commercial parts must be accompanied by a packing slip that identifies the name and address of the supplier, the NATO stock number, identification of the manufacturing standard (e.g. SAE, NAS, AN, MS) **and** manufacturer's part number and model number as applicable; quantity, identification of the lot or batch number if applicable; and the cure date/shelf life if applicable.

The following categories do not apply to standard and commercial parts. Standard parts consist of common hardware parts and raw materials, not necessarily designed for aviation use, produced to recognized industry or government specifications, which are available without proprietary limitations (such as Society of Automotive Engineers (SAE), National Aerospace Standard (NAS), Army-Navy Aeronautical Standard (AN), and Military Standard (MS) hardware items). Commercial parts consist of common non-aeronautical parts produced to recognized industry specifications and available on the commercial market. Deliverable standard and commercial parts must be in a new condition.

1. **Category #1 - New Materiel**

Deliverable end items to be manufactured or which have been manufactured but not used, which are supplied by:

- a. the owner of the design or manufacturing rights to the items; or,
- b. the authorized manufacturer or agent/distributor of the owner of the design or manufacturing rights to the items; or
- c. distributors approved by Transport Canada (TC) or accredited by the Aviation Suppliers Association, for parts that have an application to a civilian type certified aircraft; or
- d. maintenance organizations approved/accredited by TC, the Department of National Defence (DND)/Canadian Forces Technical Airworthiness Authority or repair stations certified by the Federal Aviation Administration (FAA).

2. **Category #2 - New Surplus Materiel**

Deliverable end items, unused and supplied by an entity other than Category #1 sources. Full traceability documentation back to the owner of the design or manufacturing rights to the items or their authorized manufacturer or agent/distributor is required.

3. **Category #3 - Other Condition**

Any deliverable end item condition other than Category # 1 or Category #2. Should the Bidder be offering deliverable end items in Category #3, a complete description of the item's condition and all available traceability documentation is required with the bid. Bids containing parts identified in this category are subject to evaluation by Canada.

Deliverable End Item Grid

Bidders must indicate the NATO Supply Code for Manufacturers or Commercial and Government Entity (NSCM/CAGE) code of the manufacturing entity under the appropriate category of the grid. For example, if a bidder is offering a Category #1 item(s), it must indicate the NSCM number under that category as per the example below. Bidders may use additional pages to provide the complete description called up under Category #3 if necessary.

Item	Category 1 New Materiel	Category 2 New Surplus Materiel	Category 3 Other Condition
For example	NSCM: ABC12 Name: PWGSC		
1.			
2.			
3.			

Requirements for Airworthiness Certification

The requirements for airworthiness certification do not apply to the provision of standard and commercial parts. Standard and commercial parts must be accompanied by a packing slip that identifies the name and address of the supplier, the NATO stock number, identification of the manufacturing standard (e.g. SAE, NAS, AN, MS) and/or manufacturer's part number and model number as applicable; quantity, identification of the lot or batch number if applicable; and the cure date/shelf life if applicable.

Bidders are advised that it will be a requirement for the Contractor to provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied under the resulting contract. Note that this requirement is in addition to documentation required in support of invoice payment or other documentation requirements identified within the Contract:

1. Category #1 and #2 military unique aviation replacement parts must have an Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance, which includes all the following information:
 - a. positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;
 - b. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.
 - c. identification of both the authorized signatory and the organization.
2. Category #1 and #2 items, which have an application to a civilian type certified aircraft, must be supplied with a Certificate of Conformance, namely:
 - d. form TCCA 24-0078, Authorized Release Certificate, signed by a TC authorized inspector, within the two (2) years before contract award;
 - e. FAA Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by a FAA authorized inspector, within the two (2) years before contract award;
 - f. Joint Aviation Authorities (JAA) Form One, Authorized Release Certificate, signed by a JAA authorized inspector, within the two (2) years before contract award;
 - d. European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) years before contract award; or
 - e. OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:
 - i. positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;
 - ii. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.
 - iii. identification of both the authorized signatory and organization.
3. Bidders must specify which one of the documents identified above will be provided for each item required to be supplied in response to the bid solicitation.

3.2.2 Military Aviation Replacement Parts - Substitutes and Traceability A0301T (2007-05-25)

The Part Number and NATO Supply Code for Manufacturers (NSCM(s), or the Commercial And Government Entity (CAGE) code indicated in the bid solicitation are the only ones known to the Department of National Defence that meet the form, fit and function requirements of the Original

Equipment Manufacturer (OEM) approved type design of the aircraft in which they will be installed.

If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide, either with its bid or within three (3) working days following receipt of a request from the Contracting Authority, all the technical information (e.g. drawings, specifications, engineering reports, and/or test reports) necessary to clearly demonstrate that the part proposed has the form, fit and function characteristics equivalent to the Part Number(s) and NSCM/CAGE code(s) specified in the bid solicitation.

Failure to provide the required technical information will result in the bid being declared non-responsive with respect to any part for which such information was requested.

If a part is not manufactured by the OEM of the aircraft, then it must be manufactured by an authorized supplier to the OEM or by the original manufacturer of the part chosen for use by the OEM of the aircraft (or the successor of or licensed by that original manufacturer). Canada reserves the right to verify with the OEM of the aircraft that the manufacturer of a part proposed is in fact authorized by the OEM to produce that part or supplies that part to the OEM.

If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide the following substitution notice fully completed.

Substitution Notice

- 1. Item Number: _____

- 2. Original Technical Data (as referenced below):
 - a. Part Number: _____
 - b. NSCM/CAGE code: _____
 - c. Other: _____

- 3. Proposed Change(s)
 - a. Part Number: _____
 - b. NSCM/CAGE code: _____
 - c. Copy of Certificate of Conformance from OEM _____

- 4. Reason for Change/Supporting Data:

The Bidder is advised that availability and retention of records of the manufacturer sufficient to constitute proof of origin will be a condition of the resulting Contract.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6. The total amount of Applicable Taxes must be shown separately.

Bidder must submit firm unit prices in Annex "A", Line Item Details, FOB destination, Canadian customs duties and excise taxes included, and applicable taxes extra. Prices should not be indicated in any other section of the bid.

3.3.1 SACC Manual Clause

SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.5 Section IV: Additional Information

Canada requests that Bidders submit the following information:

3.5.1 Best Delivery Date - Bid

Delivery is requested on or before May 9th, 2017. Bidders must provide their delivery date in Annex A, Line Item Details.

3.5.2 Bidder's Representatives

Canada requests that Bidders provide information for the contact person responsible for:

General Enquiries

Name: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

Delivery Follow-Up

Name: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada and Bell Helicopter Textron Canada Ltd will evaluate the bids.

4.1.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

4.1.1.1 Mandatory Technical Criteria

The following mandatory factors will be taken into consideration in the evaluation of each bid:

- M1. Comply with all details described at Annex "A", Line Item Details. Bidders must clearly indicate the Part Number and the NSCM/CAGE they are offering.
- M2. Provide, if required, manufacture and Parts Traceability for all items;
- M3. Provide the Materiel condition requested;
- M4. Accept all terms and conditions as outlined in the bid solicitation and resulting Contract document; and
- M5. Provide all required technical information as detailed in Part 3, subsection 3.2 of the bid solicitation.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor to the bids submitted in foreign currency.

4.2 Basis of Selection – Lowest Price – A0069T (2007-05-25)

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

In the event of responsive bids having the same lowest evaluated price for a specific line item or items, the basis of selection will be based on the difference in delivery times for the component(s) provided by the different bidders will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Canadian Content Certification

This procurement is limited to Canadian goods.

The Bidder certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause [A3050T](#).

5.2.2 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Statement of Requirement

The Contractor must provide the items detailed under the Annex "A", Line Item Details.

6.2.1 Technical Changes, Substitutes and Alternatives

Any technical changes, equivalent products and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any equivalent products and alternatives must be equivalent in form, fit, function and performance. Equivalent products and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the equivalent product or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract with the following modifications:

- a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.4 Term of Contract

6.4.1 Delivery Date

The Contractor must make the delivery as specified under Annex "A", Line Item Details.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: John Piers
Title: Contract Authority
Organization: Department of National Defence (DND)
Directorate: Director Aerospace Procurement (DAP) 8-2
Address: 101 Colonel By Drive
Ottawa, ON, K1A 0K2
Telephone: (819) 939-4271
Facsimile: (819) 939-4448
E-mail address: John.Piers@forces.gc.ca .

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: [To be inserted by the Contracting Authority](#)
Title: _____
Organization: Department of National Defence
Directorate: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

General Enquiries

Name: [To be inserted by the Contracting Authority](#)
Telephone: _____
Facsimile: _____
E-mail address: _____

Delivery Follow-Up

Name: [To be inserted by the Contracting Authority](#)
Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Basis of Payment

6.6.1 Basis of Payment – Firm Price C0207C (2013-04-25)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "A", Line Item Details, for a cost of \$ To be inserted by the Contracting Authority. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 SACC Manual Clauses

SACC Manual clause H1000C (2008-05-12), Single Payment

6.7 Invoicing Instructions – H5001C (2008-12-12)

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment:

Department of National Defence
25 CF Supply Depot
P.O. BOX 4000, STN "K"
Montreal, QC
H1N 3R9
CANADA
ATTN: Invoice Section
W1941
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract. The Contractor is requested to provide invoices in electronic format to the Contracting Authority unless otherwise specified by the Contracting Authority, thereby reducing printed material.

6.8 Certifications and Additional Information

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The Articles of Agreement;
- (b) 2010A (2016-04-04) General Conditions – Goods (Medium Complexity);
- (c) Annex "A", Line Item Details;
- (d) The Contractor's bid dated [to be inserted by the Contracting Authority](#), as amended [to be inserted by the Contracting Authority](#).

6.11 Preparation for Delivery

6.11.1 Packaging Requirement using Specification D-LM-008-036/SF-000 – D3018C (2014-09-25)

The Contractor must prepare the item(s) marked "Packaging: D-LM-008-036/SF-000" in Annex "A", Line Item Details, for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package items in quantities of one (1) by package.

6.11.2 Shipping Instructions – Free on Board Destination and Delivered Duty Paid - D4002C (2013-04-25)

Goods must be consigned and delivered to the destination specified in the contract:

FOB Destination 25 CFSD Receipts Section 6363 Notre Dame Street, Montreal, QC, Canada H1N 3V9 including all delivery charges and customs duties and Applicable Taxes.

6.11.3 Delivery Appointments

The Contractor is required to arrange delivery appointments by contacting the Depot Traffic Section. The Department of National Defence reserves the right to refuse shipments without prior arrangement. Delivery appointments can be arranged by telephone:

25 CF Supply Depot Montreal, Montreal, QC.
Telephone: 1-866-935-8673 (toll free), or 514-252-2777, ext. 2363 / 4673 / 4282

6.12 Complete Delivery – D0005C (2007-11-30)

The Contractor must make the complete delivery as per Annex "A", Line Item Details.

6.13 Accelerated Delivery – XBD25K (1997-09-15)

Every effort will be made to improve delivery without any additional cost to Her Majesty.

6.14 Condition of Material – Contract – B1006C (2014-06-26)

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

6.15 Military Aviation Replacement Parts – Airworthiness Documentation D9010C (2015-02-25)

The Contractor must provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied:

- a) Certificate of Conformance as per Part 3 Bid Preparation Instructions, subsection 3.2.1 Military Aviation Replacement Parts - Condition and Certification of Deliverables End Items;

6.16 Additional SACC Manual Clauses

A0301C	Military Aviation Replacement Parts – Maintenance of Records	2007-05-25
A9006C	Defence Contract	2012-07-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2014-11-27
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06
D5510C	Quality Assurance Authority (DND) - Canadian-based Contractor	2014-06-26
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code C)	2010-08-16
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance - No Specific Requirement	2016-01-28

ANNEX "A"
Line Item Details

- Bidders must complete all mandatory information under the columns identified as "Required" for each line item(s) proposed by the Bidder. Failure to provide the mandatory information will result in the bid being declared non-responsive.

Item	DESCRIPTION Must clearly indicate part number and N/CAGE offered *REQUIRED*	CATEGORY *REQUIRED*	DESTINATION ADDRESS	U. of l.	Qty	FIRM UNIT PRICE FOB Destination, Canadian customs duties and excise taxes included, applicable taxes extra *REQUIRED*	EXTENDED PRICE: Applicable taxes extra	DELIVERY OFFERED *REQUIRED*
1	Maintenance Kit, electrical connector NSN: 5935-21-9114888 Part No.: PA1370, NSCM/CAGE: 36718 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-LM-008-036/SF-000 <ul style="list-style-type: none"> • P/N offered _____; • NSCM/CAGE _____; • Cert. of Conformance from the Original Equipment Manufacturer (OEM) (Y or N) 	<input type="checkbox"/> New Materiel <input type="checkbox"/> New Surplus <input type="checkbox"/> Other Condition	25 CFSD Receipts Section 6363 NOTRE DAME ST E. MONTREAL, QC H1N 3V9 CANADA	ea	3	\$	\$	